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Remarks

The Applicant appreciates the Examiner's consideration of the present Application, and especially appreciates the Examiner's time in the telephonic Interview conducted on August 9, 2007. The Examiner indicated during the Interview that he would provide an Interview Summary, such that it was not necessary for the Applicant to provide any further record of the Interview.

Per the suggestion of the Examiner during the August 9th Interview, the Applicant is providing this Amendment as a response to the final Office action mailed on January 3, 2007. Given that several of the claims of the present Application are being further amended in this Amendment, the Applicant respectfully requests that the next forthcoming action by the Examiner not be a final Office action.

In the final Office action, claims 21-25 were rejected under 35 U.S.C. 112, first paragraph, for lack of support within the Specification of the application. Additionally, claims 1-6, 9 and 13-14 were rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al. (U.S. Patent No. 4,831,526) in view of Felton ("Rental Car Insurance: Staying out of financial potholes") and further in view of Cullen et al. (U.S. Patent No. 6,272,528).

Also, claims 7, 8, 10, 12 and 20 were respectively rejected under 35 U.S.C. 103(a) as being unpatentable over Luchs et al., Felton, and Cullen et al., further in view of Mizuno (U.S. Patent No. 6,380,953), Pescitelli et al. (U.S. Patent No. 5,845,256), Official Notice, Serdy (U.S. Patent No. 5,990,886), and InsureMarket (Quicken website), respectively. Additionally, claims 21-24 were rejected under 35 U.S.C. 103(a) as being unpatentable over InsureMarket in view of Luchs et al. and Felton. Further claim 25 was rejected under 35 U.S.C. 103(a) in view of those same references and additionally Hartigan (U.S. patent application publication no. 2002/0022976).

In response to the Office action, the Applicant has made certain amendments to the claims as shown above, which are discussed in more detail below. In view of these amendments, and the discussion provided below, the Applicant respectfully submits that all of pending claims 1-14 and 20-25 are in condition for allowance.

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A) Amendments to the Claims

As shown above, the Applicant has made many amendments to the claims. Among these amendments are the addition, to independent claims 1 and 21 (and further to dependent claim 13) language indicating that a further step of the process involves actually concluding an arrangement with a customer such that the customer is actually provided with insurance. Support for these amendments is found at, for example, page 16, lines 15-16 of the Specification.

Also, the Applicant has amended each of independent claims 14 and 21 to recite that earlier steps are performed on more than one occasion, that is, on a repeated basis. Notwithstanding the comments to the contrary found in paragraph 3 of the final Office action, the Applicant submits that support for this language is found in the Specification at, for example, page 19, line 23. Additionally, claim 22 has been amended to now recite an "adjusting" operation, support for which is found in the Specification at, for example, at page 16, lines 17-29.

Insofar as support for these amendments is provided in the Specification, the Applicant submits that these amendments do not add new matter to the present Application.

B) Allowability of Claims in View of New Amendments

As will be described in further detail below, it is the Applicant's position that the claims provided by the Applicant in the Amendment submitted on October 22, 2006 were allowable. Nevertheless, for the purposes of advancing the prosecution process (and without prejudice to the pursuit of any particular claims in any later continuing application), the Applicant has further amended the claims as shown above.

Claims 1, 21 and 13 (and Claims Depending Therefrom)

As mentioned above, independent claims 1 and 21 (and dependent claim 13) now recite that, as a result of the processes recited in those steps, an arrangement is concluded by which the customer is actually able to obtain insurance. That is, due to the customer's

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operation of the customer-operated terminal, the customer is able to actually conclude an insurance arrangement with the insurance company and obtain a desired amount of short-term insurance.

The Applicant has not found disclosure of such an additional operation in Cullen et al. in particular. Rather, as best as the Applicant can determine, the internet system described in Cullen merely provides quotations or options to a customer, but does not go so far as to allow the customer to actually purchase the insurance on-line (see, e.g., col. 1, lines 10-18, col. 7, lines 1-15, and col. 8, lines 29-32).

In view of these amendments, therefore, the Applicant submits that claims 1 and 21, as well as dependent claims 2-13 and 22-25, are allowable for at least these reasons.

Claims 14 and 21 (and Claims Depending Therefrom)

Further, in relation to independent claims 14-21, the Applicant has now amended each of those claims to provide that the operations in which a customer specifies a specific time-limited amount of insurance and the insurance company/provider then determines whether that insurance can be provided (as well as, in the case of claim 21, the concluding of an insurance arrangement with the customer) are repeated.

In relation to these amendments to claims 14 and 21, the Applicant acknowledges the arguments provided in paragraph 12(B) of the final Office action in relation to InsureMarket. However, the Applicant respectfully submits that, as best as the Applicant can determine, InsureMarket fails to disclose the particular two-tiered approach to purchasing insurance that is recited in the Applicant's claims.

Because the Applicant's claims relate to short-term insurance, the Applicant wishes to provide a customer with a relatively simple process for obtaining, on a repeated basis, amount of insurance. According to this process, initially (e.g., at (a) of claim 14 and (a)-(d) of claim 21) the customer establishes a relationship with the insurance provider such that the insurance provider has most of the general information it needs in order to determine whether it can provide short term insurance coverage to that customer. Then, at later (e.g., at (b) of claim 14 and (e)-(i) of claim 21), the customer then by way of a very simple and repeatable process is able to obtain short-term insurance at those

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specific times when the customer desires that insurance. The repeatability of this portion of this process further is now expressly recited in claims 14 and 21.

The Applicant submits that this two-tiered approach would be valuable for facilitating the obtaining of insurance by customers. Rather than having to go through a long insurance application process every time a customer desires short-term insurance (e.g., 2-days' worth of insurance for his or her vehicle), the customer when desiring insurance already has a relationship with the insurance provider in place, such that the customer can obtain the desired insurance coverage with only a minor amount of effort (e.g., by going on-line and specifying a the date(s) for which insurance is requested).

Further, notwithstanding the mentioning of Luchs et al. in paragraph 12(B) (specifically, col. 1, lines 50-62 of Luchs et al.), the Applicant submits that Luchs et al. in that passage also fails to disclose the particular two-tiered approach to on-line purchasing of insurance claimed by the Applicant. While "supplemental coverage" as a general concept may have been known to those of ordinary skill in the art, the Applicant cannot find any indication in Luchs et al. that repeated amounts of short-term insurance can be relatively easily provided to a customer using a two-tiered on-line process as recited by the Applicant's claims. Indeed, the cited passage of Luchs et al. merely appears to support the viewpoint that a conventional manner of providing supplemental coverage is unwieldy (e.g., at col. 1, lines 58-9, Luchs et al. states "[t]hese policies tend to be bulky and confusing").

For at least these reasons, therefore, the Applicant submits that the two-tiered approach for on-line obtaining of short-term insurance in a repeated manner as recited in the Applicant's claims 14 and 21 renders these claims, as well as dependent claims 13, 20 and 22-25, allowable.

Claim 22

The Applicant also notes the further amendment of claim 22 and submits that claim 22 is further allowable in view of that amendment.

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C) Remarks in Response to Rejections Found in Final Office Action

Notwithstanding the arguments presented in the final Office action, the Applicant nevertheless believes that the pending claims 1-14 and 21-25 are allowable under 35 U.S.C. 112 and 35 U.S.C. 103(a), even notwithstanding the above-discussed amendments, for at least the following reasons.

Allowability of Claims 21-25 Under 35 U.S.C. 112

In paragraph 3 of the final Office action, claims 21-25 were rejected under 35 U.S.C. 112, first paragraph, because of a lack of support for those claims in the Specification. The Applicant respectfully disagrees with this rejection. Discussion regarding a "preliminary determination" as recited in claim 21 can be found in the Specification at, for example, page 9, lines 3-18. Also, discussion regarding the repeated performance of the process as recited in claim 22 can be found in the Specification at, for example, page 19, lines 21-23.

In view of the above discussion, the Applicant submits that claims 21-25 are allowable in view of 35 U.S.C. 112.

Allowability of Claims 1-14 & 20 in View of Luchs et al., Felton and Cullen et al.

The Applicant continues to disagree with the rejection of independent claims 1 and 14 (in paragraph 6 of the final Office action) in view of Luchs et al. and Felton, and now additionally Cullen et al. As best as the Applicant can determine, neither Luchs et al. nor Cullen et al. discloses the obtaining of short-term insurance as recited in claim 1. Although the Felton does disclose short-term rental car insurance and disclose the high cost of rental car insurance, the Applicant still submits that there is a lacking a suggestion to combine Felton with Luchs et al. and Cullen et al. to arrive at the Applicant's invention.

In the Office action, it is stated that the motivation for such a combination is "to reduce the high cost of insurance". Yet, as best as the Applicant can determine, Felton et al. appears to suggest that rental car insurance itself, even rental car insurance for only a single day, is expensive—indeed, Felton et al. as a whole appears to focus upon the

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benefits of alternatives to obtaining short-term rental car insurance from a rental car company. Consequently, in the Applicant's view, Felton et al. fails to suggest the desirability of allowing a consumer to purchase short term insurance for his or her own vehicle in order to "reduce the high cost of insurance".

Further, to argue that a suggestion to combine Felton with Luchs et al. exists in those references, one must identify some suggestion that Felton's short-term rental car insurance is in fact applicable for non-rental purposes, or that the system of Luchs et al. pertaining to the insuring of non-rented items is appropriate for use in providing short-term rental car insurance. Yet, as best as the Applicant can determine, these contentions simply are not stated or suggested in either of Felton or Luchs et al. That is, as best as the Applicant can determine, Felton nowhere suggests that short-term rental car insurance is pertinent to anything other than rental cars. Also, as best as the Applicant can determine, Luchs et al. nowhere suggests that its system can be applied to short-term insurance, much less short-term rental car insurance.

Additionally with respect to claims 1 and 14, the final Office action newly added Cullen et al. as a basis for rejecting that claim. In particular, Cullen et al. is now being utilized as a reference showing a customer-operated terminal as recited in claims 1 and 14. Further, in the Office action (at the bottom of page 5) it is stated that Cullen et al. (at col. 1, line 60 to col. 2, line 11) provides a motivation for combining its teachings with those of Luchs et al. and Felton, namely, the motivation of "allowing a customer to receive the most suitable quotation for insurance over the Internet".

Yet the Applicant fails to understand this motivation for now combining Cullen et al. with Luchs et al. and Felton. The Applicant has not found any language in Cullen et al. suggesting that a customer-operated terminal is particularly advantageous relative to a terminal operated by an insurance agent as appears to be shown in Luchs et al. Indeed, Cullen et al. discloses on repeated occasions the appropriateness of having an insurance agent (operating on his or her terminal) be an intermediary between an insurance provider and a customer (see, e.g., the broker computers 12 discussed at col. 3, lines 16-20).

In short, the Applicant does not understand or agree with the motivations identified in the Office action as providing the basis for the combination of Luchs et al.,

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Felton and Cullen et al. The Applicant respectfully submits that, at most, these comments in the Office action merely constitute an assertion in hindsight that the prior art can be combined or modified to arrive at the Applicant's claimed invention. Such a statement is insufficient without more to establish *prima facie* obviousness. See MPEP Section 2143.01. Further, the Applicant respectfully reminds the Examiner that "[c]onclusory statements of similarity or motivation, without any articulated rationale or evidentiary support, do not constitute sufficient factual findings" to support an obviousness rejection. See MPEP Section 2144.08.

Thus, for at least these additional reasons (in addition to the reasons given above pertaining to the amendments to claims 1 and 14), the Applicant submits that the independent claims 1 and 14 as well as claims 2-13 and 20 depending therefrom are allowable under 35 U.S.C. 103(a) over Luchs et al. Felton and Cullen et al.

Allowability of Claims 21-25 in View of InsureMarket, Luchs et al. and Felton

With respect to the rejection, in paragraph 12 of the final Office action, of independent claim 21 under 35 U.S.C. 103(a) as being unpatentable over the combination of InsureMarket, Luchs et al. and Felton, the Applicant again advance the arguments mentioned above relating to claims 1-14 and 20. Again, the Applicant submits that the motivation for combining InsureMarket with Luchs et al. (see page 15 of the Office action) is insufficient. The Applicant does not understand why the supposed motivation "of reducing the time and increasing the efficiency for a client to be underwritten and approved for an insurance policy" would lead one of ordinary skill in the art to combine InsureMarket with Luchs et al. to perform the particular, repeated, two-tiered process of claim 21. Further, again as described above, the Applicant submits that the motivation to combine InsureMarket and Luchs et al. with Felton to arrive at short-term insurance of less than a month is insufficient.

For at least these reasons (and additionally the reasons set forth above regarding the amendments to claim 21), the Applicant submits that independent claim 21 and claims 22-25 depending therefrom are allowable under 35 U.S.C. 103(a).

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Further Argument of Nonobviousness in Relation to Claim 25

Claim 25 was rejected for nonobviousness in view of, among other references, Hartigan et al. Yet the Hartigan et al. reference only constitutes prior art to the extent that its disclosed subject matter was shown in the original provisional application to which it claims priority. The Applicant, in reviewing that provisional application, fails to understand how that provisional application in combination with the other references would result in the limitations of claim 25. Although that application does disclose the use of a password, it appears to the Applicant that the password is only used to govern access to information regarding insurance coverage, but not to allow a customer to repeatedly enter into communication with an insurance provider in order to request and obtain new amounts of short-term insurance as is recited in claim 25. The Applicant thus submits that claim 25 is allowable under 35 U.S.C. 103(a) for this reason as well.

Nonobviousness of Geographical Limitation Features

Certain of the pending claims (e.g., claims 2, 12, 13, 22, 24) involve limitations in which a customer is attempting to obtain insurance for a given geographic scope (e.g., coverage for an automobile that is limited to a user's driving only within certain region, such as a state or a county). In rejecting claims with these limitations, Luchs et al. has been relied upon as showing that a user can input a geographical limitation (see, e.g., paragraph 6(G) of the Office action).

The Applicant requests that the Examiner reconsider these rejections. The Applicant does not understand that Luchs et al. is teaching the providing of insurance for a mobile item such as a vehicle, where the insurance is limited to a region within which the vehicle must remain in order to be insured. Rather, as best as the Applicant can determine, Luchs et al. appears to be merely teaching the obtaining of identification information regarding a user or user's property (e.g., the user's home address). This is entirely different than the intent of the Applicant's claims.

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Further Nonobviousness Argument in View of Norwich Union Reference

In the Applicant's Amendment dated October 22, 2006, the Applicant argued that the Norwich Union reference cited by the Examiner supported a finding of nonobviousness. In the final Office action at paragraph 15(B), these arguments were rejected by the Examiner due to a lack of a showing of a "nexus" and an affidavit.

The Applicant respectfully requests the Examiner's reconsideration of these arguments. It does not appear to be reasonable to the Applicant to submit any affidavit of commercial success, since the Applicant is not affiliated with the Norwich Union company, and does not have any access to any facts about the extent of commercial success (e.g., the sales figures) of that company in terms of selling short term insurance. Nevertheless, from the mere fact that the Norwich Union is offering short-term insurance on its web page, it appears to be self-evident that the company is achieving some measure of commercial success in selling short-term insurance. And it also appears to be self-evident that any success being achieved by Norwich Union in relation to this product necessarily is the result of the fact that it is short-term insurance for periods of time of 1-28 days. Therefore, it appears self-evident to the Applicant that there is a "nexus" between the Applicant's claimed invention and the commercial success of Norwich Union.

The Applicant respectfully submits that the requirement of an affidavit in this circumstance be waived insofar as it is placing an unfair burden upon the Applicant. The Applicant admittedly has not begun to utilize his invention in commerce up to this time. Why should the Applicant's decision to utilize or not utilize the present invention in commerce (where the decision may indeed turn on whether patent protection is obtained in relation to the invention) influence whether the Applicant can obtain a patent on the invention, especially where the Norwich Union evidence provides self-evident support of the Applicant's position?

The Applicant appreciates the Examiner's consideration of this (admittedly unconventional) argument, which provides further grounds for a finding that independent claims 1, 14 and 21 and all of the claims depending therefrom are nonobvious and allowable under 35 U.S.C. 103(a).

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Conclusion

In view of the above Remarks and Amendments to the Claims, the Applicant respectfully requests reconsideration and allowance of the present Application. The Applicant is also submitting herewith a request for a two-month extension of time and related fee.

The Examiner is invited to call the Applicant at the telephone number listed below if a telephone conference with the Applicant would further the prosecution of the present Application.

Respectfully,


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